

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 06-155

The City of Lincoln intends to enter into contract and invites you to submit a sealed bid for:

Annual Requirements Cleaning Services for Various Lincoln City Library Locations

MEETING OR EXCEEDING THE CITY OF LINCOLN SPECIFICATIONS

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon **Wednesday, June 7, 2006** in the office of the Purchasing Agent, Suite 200, "K" Street Complex SW Wing, located at 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read aloud in the Bid/Conference Room located on the Ground Floor.

Bids may be downloaded from the City's website at www.lincoln.ne.gov Keyword: Bid. Prospective submitters must monitor the bid listing for any addendums.

A non-mandatory pre-bid conference for prospective bidders will be held **Wednesday, May 10, 2006 at 10:00 a.m.** at the Purchasing Bid/Conference Room, Lower Level, 440 S. 8th Street, Lincoln, Nebraska. Bidders are encouraged to attend the pre-bid conference to acquaint themselves with the intent of the library.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. It is the responsibility of all bidders to check for addendum(s) prior to submitting bids. Late bids will not be considered. Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.

All questions regarding this bid shall be in writing to: Vince M. Mejer, Purchasing Agent, fax: 402/441-6513, email: vmejer@lincoln.ne.gov

Annual Requirements Cleaning Services for Various Lincoln City Library Locations Specification # 06-155

1. GENERAL NOTICE

- 1.1 Sealed bids for providing Cleaning Services for various Lincoln City Library locations, an agency within the City of Lincoln, desires bids from qualified firms, here in after referred to as contractor(s), to provide cleaning services.
- 1.2 The service shall include all labor, materials, machines, appliances and equipment necessary to provide and perform to the satisfaction of Library's Building Superintendent.
- 1.3 Preference for award will be given to the Contractors whose bid substantially meet all of the required specifications, duties, terms and conditions as defined in this request.
- 1.4 The first sixty (60) days of the contract period shall be a probationary period.
- 1.5 Term of contract shall be for one year, starting September 1, 2006 through August 31, 2007 with the option to renew for three (3) additional one-year periods.
- 1.6 The Lincoln City Library Board may award to one contractor or multiple contracts for each location as the Lincoln City Library Board deems will best serve it's requirements.
- 1.7 Bidders may bid on one or more or all locations.
- 1.8 Bids may be awarded for one location or more than one location or all locations.
- 1.9 The Lincoln City Library Board reserves the right to allow adjustments to the contract should there be a substantial change in the nature of the work involved, caused by building remodeling, etc.
 - 1.9.1 Such charge adjustments must be in the form of written change order signed by both Contractor and Lincoln City Library Board.
- 1.10 Where ever the use of "City of Lincoln", shall mean "Lincoln City Library Board".

2. PRE-BID/SITE VISIT

- 2.1 A non-mandatory pre-bid conference for prospective bidders will be held Wednesday, May 10, 2006 at 10:00 a.m. at the Purchasing Bid/Conference Room, Lower Level, 440 S. 8th Street, Lincoln, Nebraska.
 - 2.1.1 Bidders are encouraged to attend the pre-bid conference to acquaint themselves with the intent of the library.
- 2.2 All interested contractors are encouraged to visit the site to insure their proposal response is inclusive of all work to be performed.
- 2.3 No subsequent financial adjustments will be authorized due to failure of the contractor to include work detailed in the specifications or conditions present at the site.

3. CONTRACTOR INSURANCE/FIDUCIARY BOND REQUIREMENT

- 3.1 The **successful** contractor/s shall furnish to the Lincoln City Library certificate(s) of insurance in the kinds and minimum amounts as detailed in the attached "Insurance Requirements for all City Contracts" within fourteen (14) days of notice of award.
- 3.2 All certificates of insurance shall be filed with Lincoln City Libraries on the standard Accord Certificate of Insurance form showing specific limits of insurance coverage required and showing Lincoln City Libraries/City of Lincoln as "Named Additional Insured" as pertains to these services.
 - 3.2.1 Such certificates of insurance shall specifically state that insurance policies are to be endorsed to require the insurer to provide Lincoln City Libraries thirty (30) days written notice of cancellation or non-renewal, or of any material reduction of insurance coverage.

4. NO USE OF TOBACCO PRODUCTS

- 4.1 The Lincoln City Libraries does not allow smoking or the use of any tobacco products within it's facilities.
- 4.2 This ban applies to contractors and sub-contractors and their employees.

5. NO ALCOHOLIC BEVERAGES/ILLCIT DRUGS

- 5.1 The use or possession of alcoholic beverages or illicit drugs will not be permitted on the Lincoln City Libraries property.
 - 5.1.1 Any contract employee who reports for work showing evidence of an impaired condition shall not be permitted to remain on the premises.
 - 5.1.1.1 The Contractor is completely responsible for monitoring his/her employees and will be held responsible for proper handling of suspected incidents of improper use of alcohol or drugs.

6. QUALIFICATIONS OF THE BIDDER

- 6.1 The Lincoln City Library Board may investigate as deemed necessary to determine the ability of the bidder to perform the required work, and the bidder shall furnish to the Lincoln City Library Board all such information and data for this purpose.
- 6.2 The Lincoln City Library Board reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy that the bidder is qualified to carry out the obligations of the contract and to complete the work specified herein.
- 6.3 The Lincoln City Library Board may require a verbal interview with one, some or all of the interested bidders.
- 6.4 No bidder will be considered who is not at the present time actively engaged in the performance of Cleaning Services and who cannot clearly demonstrate to the satisfaction of the Lincoln City Library Board his/her ability to satisfactorily perform the work in accordance with the requirements of this specification.
- 6.5 Bidder shall provide at least three current references for other customers or firms who have similar needs to the Lincoln Library Board.
 - 6.5.1 References will be checked as well as any City/County Department/Agency currently using the Bidder's services.
 - 6.5.2 Information regarding the satisfaction of existing and past customers will be a consideration in the award of this contract.

7. TERMINATION OF CONTRACT

- 7.1 During 60-day probationary period:
 - 7.1.1 The Lincoln City Library reserves the right to terminate the contract at any time during the probationary period without cause, upon ten (10) days written notice.
- 7.2 The Lincoln City Library may terminate the contract as of August 31st of any fiscal year.
 - 7.2.1 The Lincoln City Library will give the contractor thirty (30) days written notice of termination.
- 7.3 For cause:
 - 7.3.1 The Lincoln City Library may terminate the Contract with a thirty (30) day written notice if the Contractor:
 - 7.3.1.1 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide complete Cleaning Services as requested.
 - 7.3.1.2 Fails to make payments to Suppliers or Subcontractors for materials and/or labor in accordance with the respective agreements between the Contractor and Subcontractors.
 - 7.3.1.3 Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction over the Contract.
 - 7.3.1.4 If the Contractor's or Subcontractor's employees commit a breach of facility security rules.
 - 7.3.1.5 Otherwise commits a substantial breach of any provision of the Contract Document.
 - 7.3.2 Non-compliance
 - 7.3.2.1 The Lincoln City Library Board or designated agent will evaluate evidence of non-compliance presented by Library Staff.
 - 7.3.2.1.1 A determination at that time will be made as to whether a Warning Notice (minor offences) or an Infringement Notice (more serious offences) is the most appropriate action.

- 7.3.2.1.2 A variety of factors are considered for their effect on the cleaning services contract, including but not limited to:
 - 7.3.2.1.2.1 Failure to show up at any library on its scheduled cleaning day.
 - 7.3.2.1.2.2 Failure to adequately empty book drops.
 - 7.3.2.1.2.3 Failure to provide names of cleaning personnel and assigned building and employment status.
 - 7.3.2.1.2.3 Sharing of security codes.
 - 7.3.2.1.2.4 Setting off security alarms beyond allowance as noted in this document.
 - 7.3.2.1.2.5 Failure to report safety issues.
- 7.3.2.1.3 Warning Notice
 - 7.3.2.1.3.1 A written Warning Notice will outline, the offence observed, the corrective action required and date corrective action must be taken.
 - 7.3.2.1.3.2 Warning Notices will be faxed to the Contractor to expedite the communication process.
 - 7.3.2.1.3.3 Warning Notice must be signed and returned to Lincoln Library Board's designated agent.
 - 7.3.2.1.3.4 Failure to do so may result in an Infringement Notice.
- 7.3.2.1.4 Infringement Notice
 - 7.3.2.1.4.1 An Infringement Notice will be issued in writing and will outline, the relevant infringement offence, the corrective action required and date corrective action must be taken and the assessed fee amount.
 - 7.3.2.1.4.2 Infringement Notices will be faxed to the Contractor to expedite the communication process.
 - 7.3.2.1.4.3 Assessed fee amount will be \$50.00 per occurrence except setting off of security alarms which is assessed at \$100.00 as per section 10.6.
 - 7.3.2.1.4.4 Assessed fee will be deducted from the monthly invoice.
- 7.3.2.2. While an Infringement Notice may follow from an unresolved Warning Notice, there is no requirements to give a Warning Notice first.

8. PROVIDED BY THE LINCOLN CITY LIBRARIES

- 8.1 Materials provided by the Lincoln City Library shall include: all restroom dispensers (paper, toilet tissue, etc.); all consumable paper products; hand soap (bar, liquid, powdered); deodorant dispenser packs; entrance mats and runners; and waste paper baskets.
 - 8.1.1 A reasonable supply of: lighting, power, and water for use in the cleaning of the facility.
 - 8.1.2 Dependent upon storage space for equipment and supplies, some space is available for the Contractor.

9. PROVIDED BY THE CONTRACTOR

- 9.1 All cleaning supplies (including: soaps, waxes, disinfectants, etc.), equipment (machines, buckets, mops, etc.), supplies (chemicals, applicators, rags, etc.), plastic trash liners, and labor to provide complete cleaning services as outlined in these specifications.

10. COMMUNICATION AND SUPERVISION

- 10.1 The contractor shall assign as supervisor or person of authority to coordinate all work performed at Lincoln City Libraries.
- 10.2 Contractor's supervisor shall conduct a weekly inspection of the premises to insure compliance with the required work.

- 10.3 Contractor shall provide the Building Superintendent with a list of the names of cleaning personnel and which facilities they are assigned to before contract begins.
 - 10.3.1 As individuals are no longer assigned to Lincoln City Libraries or as new individuals are assigned to Lincoln City Libraries, the Building Superintendent is to be advised in writing within one (1) working day of the change in personnel.
- 10.4 Contractor's supervisor or designated agent, shall confer at least once a week with the Library Building Superintendent (Library's designated agent) to insure that the work requested has been performed to the Lincoln City Library Board's satisfaction.
 - 10.4.1 Meeting place shall be at the Bennett Martin Public Library, day and time to be agreed upon by both parties.
 - 10.4.2 After contract is awarded the Lincoln City Libraries Representative is Gary Meier and he can be reached at 441-8555, cell phone 420/430-8129.
- 10.5 All persons associated with the Contractor, who will have access to the Library's facilities, shall be required to have a Security Code and keys.
 - 10.5.1 Security Codes are to be selected by the individual to whom they are assigned.
 - 10.5.2 The Library will provide the Contractor with the appropriate forms to be used for requesting Security Codes.
 - 10.5.3 Security Codes are assigned on a unit by unit basis; those individuals needing access to multiple facilities shall be so designated on the Security Code Request Form.
 - 10.5.4 Sharing of Security Codes is strictly prohibited; such practice shall be considered grounds for cancellation of the contract.
 - 10.5.5 The contractor must be bonded (Fiduciary Bonding- \$25,000).
 - 10.5.6 Contractor shall be held strictly responsible for the Security Code and keys issued.
 - 10.5.7 The contractor shall be held solely responsible for the security of the facility while on the premises and is also responsible for leaving the facility secure after performance of the cleaning service.
 - 10.5.8 Keys that are issued to the contractor shall be responsible to maintain these keys and to turn them in at the completion of the term of the contract.
 - 10.5.8.1 In the event that keys are lost the contractor will notify the Lincoln City Library Agent immediately and the amount of \$5.00 per key will be deducted from the monthly bill. Re-keying will be cost plus 10%.
- 10.6 Security Alarms
 - 10.6.1 Contractor will be assessed \$100.00 for each alarm that is set off from the result of negligence on the part of the Contractor or any of their employees.
 - 10.6.1.1 The Contractor shall be granted an allowance of two alarms per 30-day period.
 - 10.6.1.1.1 This shall be a combined allowance for all facilities awarded to the contractor.
 - 10.6.1.2 The assessed amount will be deducted from the next monthly bill.

11. REPORTS-INSPECTIONS

- 11.1 Building cleaners will be required to fill out checklists indicating which jobs have been done; daily duties will be checked off, Weekly, Bi-weekly, Quarterly, Semi-annual and Other responsibilities will require that the checklist be dated and initialed.
 - 11.1.1 Checklists at Branch locations are to be maintained in the 'custodial closet' and deposited in a designated location upon completion.
 - 11.1.2 Checklists at Bennett Martin Public Library are to be maintained, in a designated location, in the Building Superintendent's office.
- 11.2 Contractor shall be required to complete a monthly tally sheet, for each location, indicating the quantities of the various consumable supplies (ie: paper, soap, etc.) provided by the Library that are used as noted in Section 8.
 - 11.2.1 This tally sheet is to be deposited at a designated location at the end of each month; at Bennett Martin Public Library the tally sheet is to be hand delivered to the Building Superintendent's office at the end of each month.
- 11.3 The Contractors management personnel shall make regular and frequent inspections, during the hours that cleaning operations are in progress, to assure that work is being performed in accordance with the specifications.

- 11.4 At the request of the Building Superintendent, Library Director or the Library Director's Designated Representative reviews and inspections will be made by a Representative of the Contractor, together with a designated Library representative to determine if services are being performed as required by the established cleaning specifications.
- 11.5 The Contractor will report to the Building Superintendent or the designated Library Representative faulty or improper conditions, which might need repairs or other attention.
 - 11.5.1 Such reports shall be in written form and are to be received by the Library's Building Superintendent or designated within 24 hours of the time at which they are observed.
 - 11.5.2 Immediate, verbal, notification in the form of a telephone call to the Building Superintendent or a specifically designated representative, is required in all instances in which there is potential for personal injury or damage to the Library's facilities, equipment or materials.
- 11.6 After the contract has been awarded, the contractor shall direct any questions or complaints to the Library Building Superintendent, the designated Library representative, or to the Library Director.

12. LOCATIONS AND APPROXIMATE SPACE

- 12.1 We estimate the square footage of cleaning space, in General, to be approximately 179,900 square feet of total floor space combined.
 - 12.1.1 **Bennett Martin Public Library** - 14th & N Streets - 65,000 sq ft, including basement, first, second, third and fourth floors.
 - 12.1.1.1 39,500 sq. ft. carpet
 - 12.1.1.2 1050 sq. ft. ceramic tile (restrooms x 15)
 - 12.1.1.3 1898 sq. ft. vinyl tile
 - 12.1.1.4 2 stairwells B to 4th floor
 - 12.1.1.5 2 stairwells B to 2nd floor
 - 12.1.1.6 1 staircase B to 1st floor
 - 12.1.1.7 1 staircase 1st to 2nd floor
 - 12.1.2 **Victor E. Anderson Branch** -3635 Touzalin Ave. - 11,000 sq ft
 - 12.1.2.1 10,300 sq ft carpet
 - 12.1.2.2 365 sq ft ceramic tile
 - 12.1.2.3 215 sq. ft. cement floor
 - 12.1.3 **Loren Corey Eiseley Branch** - 1530 Superior - 31,000 sq ft
 - 12.1.3.1 20,390 sq. ft carpet
 - 12.1.3.2 5,994 sq ft linoleum
 - 12.1.3.3 1,906 sq. ft. sealed concrete
 - 12.1.3.4 859 sq. ft. ceramic tile
 - 12.1.3.5 752 sq. ft. recycled rubber
 - 12.1.4 **Charles H. Gere Branch** - 2400 South 56th St. - 31,000 sq. ft
 - 12.1.4.1 21,710 sq. ft. carpet
 - 12.1.4.2 3,361 sq. ft. ceramic/quarry tile
 - 12.1.4.3 1,594 sq. ft. vinyl tile
 - 12.1.5 **Bess Dodson Walt Branch** - 6701 South 14th St. - 32,000 sq. ft.
 - 12.1.5.1 21,052 sq. ft. carpet
 - 12.1.5.2 6,054 sq. ft. linoleum
 - 12.1.5.3 3,331 sq. ft. sealed concrete
 - 12.1.5.4 790 sq. ft. ceramic tile
 - 12.1.5.5 752 sq. ft. recycled rubber
 - 12.1.6 **Bethany Branch** - 1810 North Cotner Blvd. - 3,900 sq. ft.
 - 12.1.6.1 3,500 sq. ft. carpet
 - 12.1.6.2 34 sq. ft. vinyl tile
 - 12.1.7 **South Branch** - 2675 South St. - 4,500 sq. ft.
 - 12.1.7.1 4,000 sq. ft. carpet
 - 12.1.7.2 300 sq. ft. vinyl tile
 - 12.1.8 **Arnold Heights Branch** - 3815 NW 54th St. - 1,500 sq. ft.
 - 12.1.8.1 1,000 sq. ft. carpet
 - 12.1.8.2 335 sq. ft. vinyl tile
 - 12.1.8.3 35 sq. ft. wood floor

13. INDEPENDENT CONTRACTOR

- 13.1 It is understood by submission of this offer, the Bidder is an independent contractor and not an employee of the Lincoln City Libraries for all purposes, including: wages, taxes, withholdings, benefits, employees relations, etc.

14. INDEPENDENT PRICE DETERMINATION

- 14.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

15. INDEMNIFICATION

- 15.1 The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 15.2 This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska or Lincoln City Libraries.

16. SCHEDULE

- 16.1 Contractor shall become familiar with the Library hours of operation and scheduled holiday closings that is made available on the website: <http://www.lcl.lib.ne.us/> or contacting the Lincoln City Library.
- 16.2 7-day per week (Sunday through Saturday, excluding holiday closing)at:
Bennett Martin Public Library
Victor E. Anderson Branch
Loren Corey Eiseley Branch
Charles H. Gere Branch
Bess Dodson Walt Branch
South Branch
- 16.3 6-day per week (Sunday through Friday, excluding holiday closing) at:
Arnold Heights Branch
Bethany Branch
- 16.4 Cleaning services shall be provided during the following hours.
16.4.1 Monday through Thursday, 9:30 PM to 9:00 AM
16.4.2 Friday through Sunday, 6:30 PM to 9:00 AM
- 16.5 Entry by cleaning crew into library buildings for purposes of this contract on days of the week or at times other than specified in this section must have prior approval of the Building Superintendent, Library Director or the Library Director's designated representative.
- 16.6 The Contractor shall be required to empty "book drops" on all Holidays and other Special Days that the Library is closed.
16.6.1 This excludes emptying "book drops" at Bethany on Sundays.
16.6.2 The book drop at Arnold Heights Branch is exempt from this task.

17. INVOICE/PAYMENT

- 17.1 Monthly Invoices must be received in the Library Business Office which is located at the Bennett Martin Public Library by the last day of the month to ensure payment in the following month.
17.1.1 Payment will not be made until such time as services are actually rendered.
17.1.2 Payment will be made after the scheduled monthly Library Board Meeting.

Schedule of Requirements

Any specific duties unique to a certain branch is called out in the description.

	ALL PUBLIC LIBRARIES
1.	<p>PLUMBING FIXTURES AND DISPENSER CLEANING: Shall be free of all deposits and stains so that the item is left without streaks, film, odor, or stains. Disinfect all surfaces in restroom. Clean sinks and counter tops..</p> <p>AREA INVOLVED: All restrooms, toilets, urinals, sinks, counter tops, drinking fountains.</p> <p>FREQUENCY: Daily</p>
2.	<p>SWEEPING: Properly swept surface so it is free of dirt, dust, grit, lint, and debris, except imbedded dirt and grit. Corner and edges shall also be clean. This includes sweeping and removing litter from adjacent sidewalks and curb lines, steps, entries, back hallways, stairwells, exterior loading docks and walks and the terrace in courtyard at the Bennett Martin Public Library.</p> <p>AREA INVOLVED: All hard surfaces including entry ways</p> <p>FREQUENCY: Daily</p>
3.	<p>TRASH REMOVAL: All waste receptacles shall be emptied, disinfected, washed and clean as needed(minimum of 4-times per year) and the contents shall be disposed of in the proper designated container provided by the City. All used trash liners are to be replaced as needed. Empty 'desk side', and area, recycling bins into designated recycling storage containers. Empty outside trash receptacles if present. This shall include emptying and cleaning outside ashtrays.</p> <p>AREA INVOLVED: All waste receptacles including those located in the backroom, patio, front door and cigarette receptacles at any of the libraries.</p> <p>FREQUENCY: Daily</p>
4.	<p>VACUUM: Properly vacuumed floor is free of all dirt, dust, grit, lint and debris. Corners and edges shall also be cleaned. Entrance mats and throw rugs shall also be removed and vacuumed under them (except the Oriental rug in the Heritage Room at the Bennett Martin library).</p> <p>AREA INVOLVED: All carpeted surfaces including public areas, workrooms, corridors, meeting rooms, lounges, offices, etc. and provided entrance mats.</p> <p>FREQUENCY: Daily</p>
5.	<p>CARPET SPOT CLEAN: Spot clean and make sure carpets are free of debris in all carpeted areas including elevators. Spot cleaning of carpets includes cleaning of stains, spills and similar soil marks. The Oriental rug in the Heritage Room at the Bennett Martin Library is exempted from the requirement for spot removal. Soil marks are to be removed when the spots appear.</p> <p>AREA INVOLVED: All carpeted surfaces as noted above.</p> <p>FREQUENCY: Daily</p>
6.	<p>METAL CLEANING: All metal surfaces are to be cleaned so as to be free of deposits or tarnish and with a uniformly bright appearance. Cleaner is to be removed from adjacent surfaces. Remove fingerprints, marks and graffiti from doors, doorframes, light switches and handles, kick and push plates, and walls as soon as they appear.</p> <p>AREA INVOLVED: All metal areas, doors, door frames and light switches.</p> <p>FREQUENCY: Daily</p>
7.	<p>SPOT CLEANING: A surface adequately spot cleaned is free of all stains, deposits, and is substantially free of cleaning marks. Including restroom walls.</p> <p>AREA INVOLVED: Any soiled area including walls and baseboards</p> <p>FREQUENCY: Daily</p>

	ALL PUBLIC LIBRARIES
8.	<p>MIRRORS/GLASS/ELEVATORS: Glass surface of inside window of courtyard elevator car shall be free of finger prints, film, streaks, and tape with a uniformly clear appearance. Damp wipe walls of elevators. Clean and polish all rest room mirrors, entrance doors and lobby areas. Clean and polish all vestibule glass and entryway door glass, both interior and exterior.</p> <p>AREA INVOLVED: Elevators (Bennett Martin library only), restrooms, vestibule</p> <p>FREQUENCY: Daily</p>
9.	<p>DUSTING: A properly dusted surface is free of all dirt and dust streaks, lint, and cobwebs. Dusting shall be done in such a manner that dust is removed and not merely redistributed; feather dusters are not acceptable. Dust tables, file cabinets and desks. Papers on desks, tables, and files are not to be disturbed. Dust Antique furniture in the Third Floor Reception Area and in the Heritage Room of the Bennett Martin Library.</p> <p>AREA INVOLVED: All surfaces.</p> <p>FREQUENCY: Daily</p>
10	<p>DAMP MOPPING: A satisfactorily damp mopped floor is without dirt, dust, marks, film, streaks, debris, or standing water. Restroom floors including baseboards and exterior loading docks shall be disinfected. Exterior loading docks.</p> <p>AREA INVOLVED: All hard surface floors, loading dock, including entry ways, restrooms.</p> <p>FREQUENCY: Daily</p>
11	<p>DISPENSERS: Clean and fill all paper and soap dispensers to normal limits, ie. Soap, toilet tissue and hand towels. (Library provides these products).</p> <p>AREA INVOLVED: Restrooms, staff lounge areas and the kitchenette in the administrative offices of Bennett Martin Library.</p> <p>FREQUENCY: Daily</p>
12	<p>END OF WORK DAY: Turn off all lights except those designated by Building Superintendent to be left on. Lock all doors as directed by Building Superintendent. Leave notice of any observed irregularity for Building Superintendent in designated area in his office, i.e., defective plumbing, unlocked doors, lights left on, inventory requirements, rest room supplies, etc.</p> <p>AREA INVOLVED: Entire building.</p> <p>FREQUENCY: Daily</p>
13	<p>BUFFING OR FINISHED FLOOR SURFACES: All finished floors will be buffed for maximum gloss, removal of surface dirt, and a uniform appearance. Quarry tile floor beneath the 'floating stairs' and ceramic tiled rest room floors are exempt from this requirement.</p> <p>AREA INVOLVED: All finished hard surface floors</p> <p>FREQUENCY: Weekly</p>
14	<p>CLEANING OF CANTILEVERED WINDOWS: Windows on second, third and fourth floors of Bennett Martin Library shall be dusted so that they are free of dust and dirt streaks, lint and cobwebs. Dusting shall be done in such a manner that dust is removed and not merely redistributed; feather dusters are not acceptable.</p> <p>AREA INVOLVED: All inside windows</p> <p>FREQUENCY: Weekly</p>
15	<p>REST ROOM WALLS: Disinfect all restroom walls.</p> <p>AREA INVOLVED: Restroom</p> <p>FREQUENCY: Weekly</p>
16	<p>ELEVATOR: Clean and polish 'bright metal' in elevators.</p> <p>AREA INVOLVED: Elevator</p> <p>FREQUENCY: Weekly</p>
17	<p>CARPET: Extract carpets in entrance ways and in the area between entrances and security gates.</p> <p>AREA INVOLVED: Entrances</p> <p>FREQUENCY: Weekly</p>

	ALL PUBLIC LIBRARIES
18	<p>DUSTING: Dust all horizontal surfaces to hand height, including sills, moldings, ledges, shelves, frames, ducts, heating outlets and baseboards. This requirement includes air intake grills. Dusting must be done in such a manner that dust is removed and not merely redistributed; feather dusters are not acceptable.</p> <p>AREA INVOLVED: All areas FREQUENCY: Weekly</p>
19	<p>FLOOR FINISHING: Rest room floors shall be scrubbed with power buffer and disinfected.</p> <p>AREA INVOLVED: Restroom FREQUENCY: Bi-Weekly</p>
20	<p>DAMP WIPE: Damp wipe and disinfect telephones, all horizontal surfaces to hand height , including sills, moldings, ledges, shelves, frames, ducts, heating outlets and baseboards. This requirement includes air intake grills.</p> <p>AREA INVOLVED: All areas FREQUENCY: Monthly</p>
21	<p>DUSTING: Dust all horizontal surfaces above hand height including moldings, ledges, shelves, ducts, canopy tops on library shelving, heating outlets and pipes. This requirement includes air intake grills. Dusting shall be done in such a manner that dust is removed and not merely redistributed; feather dusters are not acceptable.</p> <p>AREA INVOLVED: All areas FREQUENCY: MONTHLY</p>
22	<p>FLOORS: Machine scrub and re-wax all hard surfaced floors, with the exception of Quarry or Ceramic tiled floors which are to be machine scrubbed only. Remove chair mats and vacuum areas beneath.</p> <p>AREA INVOLVED: All areas FREQUENCY: BI-MONTHLY</p>
23	<p>DUSTING: Dust wall furnishings, such as clocks. (Dusting must be done in such a manner that dust is removed and not merely redistributed; feather dusters are not acceptable).</p> <p>AREA INVOLVED: All areas FREQUENCY: QUARTERLY</p>
24	<p>DAMP WIPE: Damp wipe all horizontal surfaces above hand height, including sills, moldings, ledges, shelves, canopy tops on Library shelving, frames, ducts, heating outlets and pipes. This requirement includes air intake grills.</p> <p>AREA INVOLVED: All areas FREQUENCY: QUARTERLY</p>
25	<p>CLEAN: Clean chairs, tables, banisters, etc. with non-abrasive cleaner.</p> <p>AREA INVOLVED: All areas FREQUENCY: SEMI-ANNUAL</p>
26	<p>FLOORING: Strip and wax all hard surfaced floor areas, with the exception of Quarry or Ceramic tiled floors. (No stripper is to be used on the floor coverings in the Staff Lounge and in the Computer Service Areas of first floor.) No stripper is to be used on the floor covering in the central corridor at Eiseley and Walt Branches. <u>No stripper is to be used on the floor covering found behind the service desks at Eiseley and Walt Branches.</u></p> <p>AREA INVOLVED: All areas FREQUENCY: ANNUAL</p>

	ALL PUBLIC LIBRARIES
27	<p>OTHER: Empty book drops as required to keep them from overflowing with a <u>minimum</u> of twice on each of the following holidays: New Years Day, Presidents Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. Book drops will also need to be emptied on additional days that the Library is closed in conjunction with the above mentioned holidays. The contractor will be notified in advance of these additional days. Arnold Heights Branch is exempt from this requirement.</p> <p>AREA INVOLVED: Book Drops FREQUENCY: MINIMUM TWICE DAILY</p>
28	<p>OTHER: Personnel shall maintain janitor's closets, keeping them clean and orderly and in compliance with safety and fire regulations. Personnel shall be expected to maintain cleaning checklists, as required, in a designated location in the office of the Building Superintendent.</p> <p>AREA INVOLVED: All Areas FREQUENCY: Daily</p>

Company Name _____

Bid Proposal Request Specification # 06-155

ANNUAL REQUIREMENTS, COMMERCIAL CLEANING FOR VARIOUS LINCOLN CITY LIBRARY LOCATIONS

BIDS DUE: 12:00 NOON
DATE: Wednesday, June 7, 2006

ADDENDA RECEIPT: The receipt of the addenda to the specification number ____ through ____ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned sumiteer, having full knowledge of the requirements of The City of Lincoln/Lincoln City Library Board for the above listed project, the Contract Documents and all other terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, materials and equipment in strict accordance with the specifications as prepared by the Lincoln City Library Board for the consideration of the amount set forth in the following price schedule:

Bids may be for one or more location or all locations.

1. Contractor's price proposal to provide annual cleaning services as specified for the period beginning:
Annual Bid - **September 1, 2006 - August 31, 2007** – Year One (1)

<u>Item No.</u>	<u>Location</u>	<u>Monthly Invoice</u>	<u>Annual</u>
1.	Bennett Martin Public Library	\$ _____	\$ _____
2.	Victor E. Anderson Branch	\$ _____	\$ _____
3.	Loren Corey Eiseley Branch	\$ _____	\$ _____
4.	Charles H. Gere Branch	\$ _____	\$ _____
5.	Bess Dodson Walt Branch	\$ _____	\$ _____
6.	Bethany Branch	\$ _____	\$ _____
7.	South Branch	\$ _____	\$ _____
8.	Arnold Heights Branch	\$ _____	\$ _____
Grand Total (if applicable)			\$ _____

Company Name _____

2. Contractor's price proposal to provide annual cleaning services as specified for the period beginning:
Annual Bid - **September 1, 2007 - August 31, 2008** - Year two (2)

<u>Item No.</u>	<u>Location</u>	<u>Monthly Invoice</u>	<u>Annual</u>
1.	Bennett Martin Public Library	\$ _____	\$ _____
2.	Victor E. Anderson Branch	\$ _____	\$ _____
3.	Loren Corey Eiseley Branch	\$ _____	\$ _____
4.	Charles H. Gere Branch	\$ _____	\$ _____
5.	Bess Dodson Walt Branch	\$ _____	\$ _____
6.	Bethany Branch	\$ _____	\$ _____
7.	South Branch	\$ _____	\$ _____
8.	Arnold Heights Branch	\$ _____	\$ _____
Grand Total (if applicable)			\$ _____

3. Contractor's price proposal to provide annual cleaning services as specified for the period beginning:
Annual Bid - **September 1, 2008 - August 31, 2009** - Year three (3)

<u>Item No.</u>	<u>Location</u>	<u>Monthly Invoice</u>	<u>Annual</u>
1.	Bennett Martin Public Library	\$ _____	\$ _____
2.	Victor E. Anderson Branch	\$ _____	\$ _____
3.	Loren Corey Eiseley Branch	\$ _____	\$ _____
4.	Charles H. Gere Branch	\$ _____	\$ _____
5.	Bess Dodson Walt Branch	\$ _____	\$ _____
6.	Bethany Branch	\$ _____	\$ _____
7.	South Branch	\$ _____	\$ _____
8.	Arnold Heights Branch	\$ _____	\$ _____
Grand Total (if applicable)			\$ _____

Company Name _____

4. Contractor's price proposal to provide annual cleaning services as specified for the period beginning:
Annual Bid - **September 1, 2009 - August 31, 2010** - Year four (4)

<u>Item No.</u>	<u>Location</u>	<u>Monthly Invoice</u>	<u>Annual</u>
1.	Bennett Martin Public Library	\$ _____	\$ _____
2.	Victor E. Anderson Branch	\$ _____	\$ _____
3.	Loren Corey Eiseley Branch	\$ _____	\$ _____
4.	Charles H. Gere Branch	\$ _____	\$ _____
5.	Bess Dodson Walt Branch	\$ _____	\$ _____
6.	Bethany Branch	\$ _____	\$ _____
7.	South Branch	\$ _____	\$ _____
8.	Arnold Heights Branch	\$ _____	\$ _____
	Grand Total (if applicable)		\$ _____

5. List three commercial references below:

5.1 Company Name: _____
Address: _____
City/State/Zip: _____
Contact Name: _____
Phone Number: _____ Fax Number: _____
Approx. Annual Contract Value: \$ _____ # of sq. ft. cleaned: _____
How long have you had this account/customer: _____

5.2 Company Name: _____
Address: _____
City/State/Zip: _____
Contact Name: _____
Phone Number: _____ Fax Number: _____
Approx. Annual Contract Value: \$ _____ # of sq. ft. cleaned: _____
How long have you had this account/customer: _____

5.3 Company Name: _____
Address: _____
City/State/Zip: _____
Contact Name: _____
Phone Number: _____ Fax Number: _____
Approx. Annual Contract Value: \$ _____ # of sq. ft. cleaned: _____
How long have you had this account/customer: _____

5.4 List any contracts (either past or present) you have held with the City or County:

6. COMPANY BACKGROUND:

6.1 How long has your firm been performing commercial cleaning services? _____

6.2 How many full time employees does your firm have (working at least 36 hours/week)? _____

6.3 How many part time employees does your firm have? _____

6.4 Detail your arrival and departure schedule from our facilities (indicating an estimate of daily, weekly and (if appropriate) any annual hours?

**NOTE: RETURN 2 COMPLETE COPY OF BID OFFER AND SUPPORTING MATERIAL
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 06-155**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to the City of Lincoln, and to enter into a contract if this offer is accepted.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

E-MAIL ADDRESS

ESTIMATED DELIVERY DAYS

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: **Bid** The Intent to Award will be listed on the website when a recommendation is received from the Department.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 If bidding on a Construction Contract, the City of Lincoln's Standard Specifications for Municipal Construction 2006 shall apply.
 - 1.6.1 Bidders may obtain this document from the City's Design Engineering Division of Public Works & Utilities for a small fee.
 - 1.6.2 Said document can be reviewed at Design Engineering or the Purchasing Division.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications., i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

6. ANTI-LOBBYING PROVISION

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

7. BRAND NAMES

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

8. DEMONSTRATIONS/SAMPLES

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

9. DELIVERY (Non-Construction)

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

10. WARRANTIES, GUARANTEES AND MAINTENANCE

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 10.1.1 Manufacturer's warranties and/or guarantees.
 - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

11. ACCEPTANCE OF MATERIAL

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
 - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

12. BID EVALUATION AND AWARD

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

13. INDEMNIFICATION

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly

or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

14. TERMS OF PAYMENT

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

15. LAWS

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. LIVING WAGE

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change every July.

18. EXECUTION OF AGREEMENT

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
 - ☐ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
 - ☒ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
 - ☐ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the City within 10days (unless otherwise noted).
 - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
 - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.

INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

1. GENERAL PROVISIONS

- A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- C. **Occurrence Basis Coverage.** All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.
- E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.
- F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

2. INSURANCE REQUIREMENTS

- A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

- B. Worker's Compensation Insurance and Employer's Liability Insurance.** The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
Worker's Comp.			
	State	Statutory	
	Applicable Federal	Statutory	
Employer's Liability			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

C. Commercial General Liability Insurance.

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	\$2,000,000	Aggregate
Products and Completed Operations	\$2,000,000	Aggregate
Personal and Advertising Injury	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

D. Vehicle liability insurance coverage.

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

E. Railroad Protective Liability. If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with

minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

- F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.
- G. **City included as Insured on Contractor's Policy – Endorsements required.**
The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

3. **CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

- A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:
- (1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:
 - is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
 - is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.
 - (2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

- C. The obligations of indemnification herein shall not include or extend to:
- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
 - (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.
- D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.

- A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

6. PROPERTY INSURANCE/ BUILDER'S RISK.

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.